

AGENCY PARTNER AGREEMENT

For Wisconsin ServicePoint Client Information Management System

Wisconsin ServicePoint is a client information system that provides a standardized assessment of consumer needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Agencies, identify gaps in the local service continuum and develop outcome measurements.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth before a Wisconsin ServicePoint account can be established for the Agency.

The Wisconsin Department of Commerce (Commerce) is the primary coordinating Agency. The Bureau of Housing (BOH) shall be the system administrator. In this Agreement, "Partner Agency" is an Agency participating in Wisconsin ServicePoint, "Client" is a consumer of services, and "Agency" is the Agency named in this agreement..

I. Confidentiality

- A. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records and the Agency shall only release client records with written consent by the client, unless otherwise provided for in the regulations.
 - 1. The Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
 - 2. The Agency shall provide a verbal explanation of the Wisconsin ServicePoint database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.
 - 3. The Agency shall not solicit or input information from Clients into the Wisconsin ServicePoint database unless it is essential to provide services, or to conduct evaluation or research.
 - 4. The Agency agrees not to release any confidential information received from the Wisconsin ServicePoint database to any organization or individual without proper Client consent.
 - 5. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for Wisconsin ServicePoint receives basic confidentiality training.
 - 6. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located off-site.
 - 7. The Agency shall maintain appropriate documentation of Client consent to participate in the Wisconsin Wisconsin ServicePoint database.

8. The Agency shall not be denied access to Client data entered by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the Wisconsin Wisconsin ServicePoint system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
9. If this Agreement is terminated, the BOH and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency; this use is subject to any restrictions requested by the Client.
10. The Agency will utilize the Wisconsin Wisconsin ServicePoint Client Consent/Information Release form, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the Wisconsin Wisconsin ServicePoint database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be entered into the Wisconsin Wisconsin ServicePoint database and authorizes information sharing with Wisconsin Wisconsin ServicePoint Partner Agencies.
11. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that Client's information unavailable to all other Partner Agencies.
12. The Agency shall keep signed copies of the Client Consent Form/Information Release forms for Wisconsin Wisconsin ServicePoint for a period of three years.
13. The Department Of Commerce does not require or imply that services must be contingent upon a Client's participation in the Wisconsin Wisconsin ServicePoint database. Services should be provided to Clients regardless of Wisconsin Wisconsin ServicePoint participation provided the Clients would otherwise be eligible for the services.

II. Wisconsin ServicePoint Use and Data Entry

- A. The Agency shall follow, comply with and enforce the User Policy, Responsibility Statement & Code of Ethics (Attachment A). Modifications to the User Policy, Responsibility Statement & Code of Ethics shall be established in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of the Wisconsin ServicePoint system. The BOH will announce approved modifications in a timely manner via NewsFlash in Wisconsin ServicePoint.
 1. The Agency shall only enter individuals in the Wisconsin ServicePoint database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the Wisconsin ServicePoint database by entering known, inaccurate information.
 2. The Agency shall use Client information in the Wisconsin ServicePoint database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
- B. The Agency shall consistently enter information into the Wisconsin ServicePoint database and will strive for real-time, or close to real-time¹ data entry.

¹ Real-time or close to real-time is defined by either immediate data entry upon seeing a Client, or data entry into the Wisconsin ServicePoint database within five business days.

- C. The Agency will not alter information in the Wisconsin ServicePoint database that is entered by another Agency with known, inaccurate information. (I.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).
- D. The Agency shall not include profanity or offensive language in the Wisconsin ServicePoint database.
- E. The Agency shall utilize the Wisconsin ServicePoint database for business purposes only.
- F. The BOH will provide initial training and periodic updates to that training to select Agency Staff on the use of the Wisconsin ServicePoint software.
- G. The BOH will be available for technical assistance within reason (i.e. troubleshooting and report generation).
- H. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- I. The Agency shall not use the Wisconsin ServicePoint database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- J. Based on the number of User Licenses, the Agency shall pay the scheduled participation fee and an annual scheduled support in each of the subsequent two years.

III. Reports

- A. The Agency shall retain access to identifying and statistical data on the Clients it serves.
- B. The Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data.
- C. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly or indirectly identify individual Clients.
- D. The Department of Commerce and/or the BOH will use only unidentified, aggregate Wisconsin ServicePoint data for homeless policy and planning decisions, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state.

IV. Proprietary Rights of Bowman Internet System

- A. The Agency shall not give or share assigned passwords and access codes of the Wisconsin ServicePoint database with any other Agency, business, or individual.
- B. The Agency shall not cause in any manner, or way, corruption of the Wisconsin ServicePoint database in any manner.

AGENCY NAME _____

VI. Terms and Conditions

- A. Neither the Department of Commerce nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- B. This Agreement shall be in-force until revoked in writing by either party provided funding is available.
- C. This Agreement may be terminated with 30 days written notice.

Signature of Executive Director

Date

AGENCY

FEIN

STREET ADDRESS

CITY

WI

ZIP CODE

MAILING ADDRESS -- LEAVE BLANK IF SAME AS ABOVE

CITY

WI

ZIP CODE